Revenue (1931) Department.

Ms SERIES.

G.O. No 1213

DATED 4-10-31

[Despatch Abstract.]

Alienation - Land and building - South Kanara - Puttur Taluk - Puttur village - S.No.130-1 A 3 ~~xxx~~ - 1 B & 4 - Panchayat Board, Puttur Market - Sanctioned.

C.F. 31

Revenue **DEPARTMENT.**

CURRENT No. 1426F

Received 20 MAY 1931 19 Registered 20 5 31 19

ASSISTANT SECRETARY TO GOVT. REVENUE DEPARTMENT

Subject.

Alienation.- Land and Building- (South Kanara)- Puttur taluk- Puttur village- S.No.130 - 1A3-1B & 4 - Village Panchayat, Puttur- Market- Recommended.

ENCLOSURES.
No.....
Spare copies.....

Reference..No. B 2438/31--1

*Station* Madras *Dated the* 16th May 1931 19

From A.R. Mac Ewen Esq.,M.C.,I.C.S.,
Secretary,
Land Revenue and
The Board of Revenue, ~~Revenue~~ Settlement, ~~etc.~~
~~Separate Revenue.~~

H.A.B.Vernon Esq., C.S.I.,C.I.E.,I.C.S.,
Commr.of Land Revenue.

~~Resolution~~
Reference.

Read the following:-

Letter from Mr.J.Hussain, Bar-at-law, Collector of South Kanara, R.O.C.No.11871-30-A-6 dated the 22nd April 31.

Reference.-

At the instance of the Collector of South Kanara, the Board recommends the alienation of the plot of land with the building thereon comprised in S.No.130-1A3, 1B &4 of Puttur village, Puttur taluk, measuring Ac.0-58 in favour of the Village Panchayat, Puttur, for use as the site of a market.

2. The land is registered as dry in the accounts and has been in the possession of the Taluk Board, Puttur

over 40 years. It contains a building. The Collector after enquiry reports that the building was constructed on the land by the Taluk Board in 1890 at a cost of Rs.1200. The Taluk Board has transferred the management of the market to the Village Panchayat and the latter has applied for the alienation of the land.

3. The alienation will be free of charge for the occupancy right but subject to assessment which will be liable to revision at every resettlement and subject also to the following conditions to which the alienee has agreed:-

(i) The land and the building thereon shall be used as the site of a market and for no other purpose.

(ii) The grantee shall maintain the building in good condition. Such repairs as the Collector may consider necessary from time to time shall be executed by the grantee within such time as the Collector may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

(iii) No alterations other than those necessary to keep the building in good condition shall be made to the existing building nor shall any new building be erected on the site without the previous permission of the Collector

(iv) The Government may resume the land wholly, or in part with the buildings thereon in the event of the infringement of any of the conditions of the grant or if in the opinion of the Government, the land is required for a public purpose or for conducting mining operations.

(v) In the event of such resumption, if there are buildings on the land, the Government may at their option, either,

(a) purchase the buildings, or

(b) allow the grantee to purchase the land at its value on the date of sale, or

(c) direct the grantee to remove the buildings

(vi ) In the event of the resumption of the land followed by purchase of the buildings under clause (v)(a) or in the event of the acquisition of the land for any other reason, the compensation payable therefor shall in no case exceed the initial cost or the value at the time of resumption or acquisition, whichever shall be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. No compensation whatever shall be paid by the Government in respect of the building now standing on the land or buildings constructed in contravention of condition (iii)

(vii) In the event of the grantee refusing to remove the buildings when so directed under clause (v)(c), the Government may remove them and realise the cost of removal by the sale of the materials.

(viii) In the event of the voluntary relinquishment of the land by the grantee no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee at its cost.

4. There are trees to the value of Rs.10-15-4 on the land. The Collector recommends that the collection of tree value may be waived as they were reared by the local body. The Board supports the Collector's recommendation.

for Secretary.

To the Secretary to Government, Revenue Department,
with alienation statement and a sketch.

M.D. 18/5

Application for the alienation of land in which the proprietary right belongs to the State in

Village, Taluk, South Kanara District.

| | |
|---|---|
| 1. Description and area. | S.No.130/1A3, 1B and 4 of Puttur village in Puttur taluk measuring 58 cents |
| 2. Market Value | Rs. 677-4-0 |
| 3. (a) Alienees and (b) purposes of alie- | Village Panchayat, Puttur - Market |
| 4. Collector's remarks. | Recommended. |

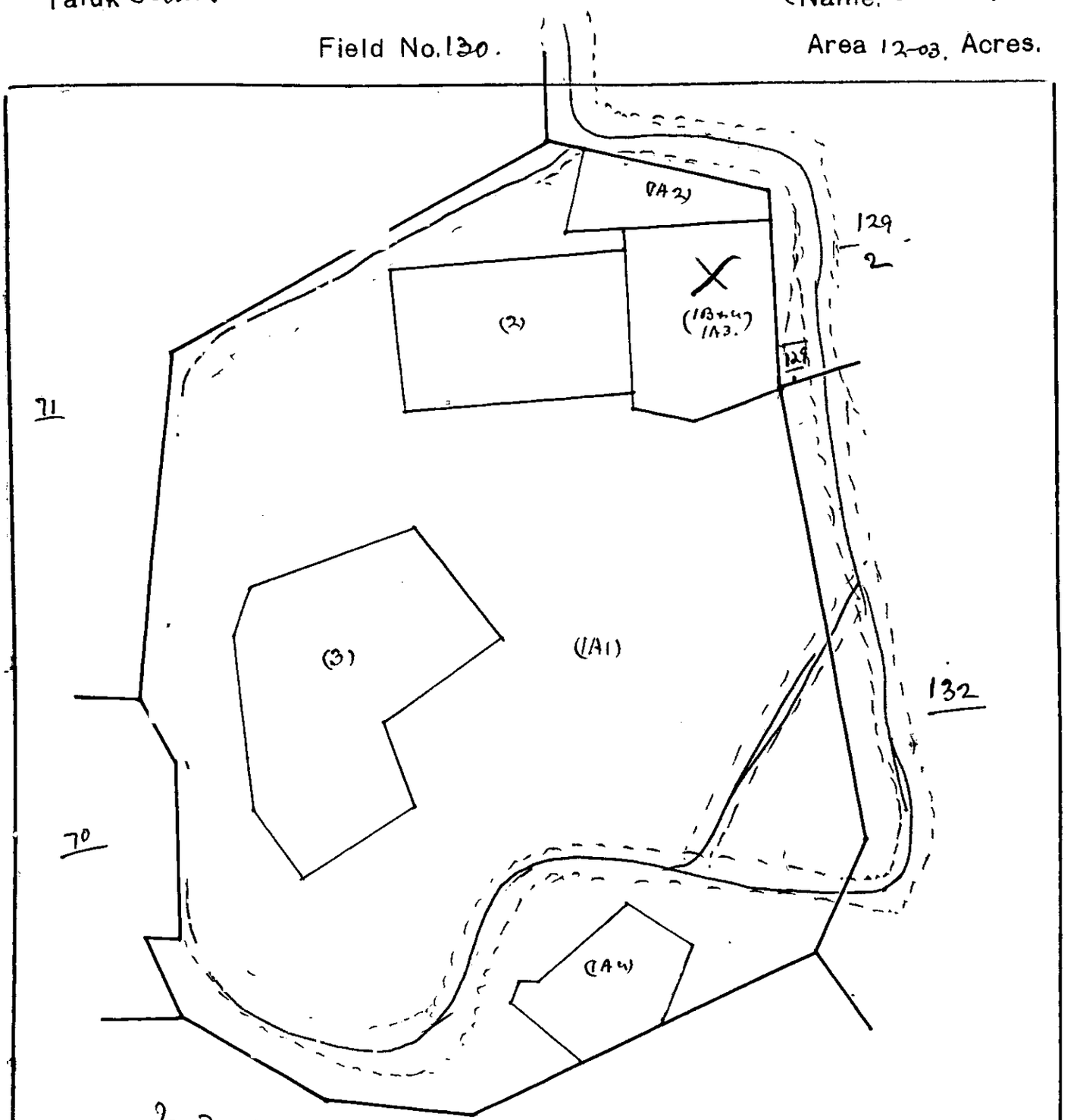
District South Kanara.

Taluk Udupi

Village { No. 47
Name. Butler.

Field No. 130.

Area 12-03. Acres.




Index:-

130 - 1A1 Poramboke land. 131

1A2. do - Veterinary hospital site

1A3-1B+4. Plot to be alienated in favour of the Panchayat, Butler for a market.

2 Parabboke - Dt. Munsiff's Court

3 Do Deputy Collector's & Stg. Sub Magistrate's office site

1A4 Do. Sub Registrar's office site.

129. Poramboke road

Village Panchayat road.

Scale ½ inch = One Chain

Upadhyaya
Shet

9

(31)

Government of Madras.

Received.....1931 27/4/6

Registered.....1931.

Abstract.

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Revenue Department.

G.O.MS. No. 1213 dated the 4. 6. 1931.

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Read the following:-

From the Board of Rev (L.Rts) Rc. No. B 2438/31-1 dt 16.5.31.

O R D E R.

The Government sanction the alienation of 58 cents of Puttur land in S.No. 130-1A3, 1B2 4 village, Puttur Taluk, South Kanara District in favour of the Panchayat Board, Puttur, for the use as the site of a market

2. The alienation will be free of charge for the occupancy right but subject to assessment, which will be liable to revision at resettlements, and subject also ~~but subject~~ to the following conditions:-

(1) The land and the building thereon shall be used for the purpose of a market and for no other purpose

(2) The grantee shall maintain the building in good condition. Such repairs as the Colly may consider necessary from time to time shall be executed by the grantee within such time as the Colly may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Colly and the cost thereof recovered from the grantee.

~~(2) The buildings shall be constructed within from the date of the grant.~~

(3) No alterations other than those necessary to keep the building in good condition shall be made to the existing building nor shall any new building be erected on the site without the previous permission of the Colly.

(4) The Government may resume the land, wholly or in part, with any buildings thereon, in the event of the infringement of any of the conditions of the grant, or if, in the opinion of the Government, the land is required for a public purpose, or for conducting mining operations.

(5) In the event of such resumption, if there are buildings on the land, the Government may, at their option, either

(a) purchase the buildings, or

(b) allow the grantee to purchase the land at its value on the date of sale, or

(c) direct the grantee to remove the buildings.

(6) In the event of the resumption of the land followed by purchase of the buildings under clause (5)(a), or in the event of th

acquisition of land for any reason, the compensation payable therefor shall in no case exceed the initial cost, or the value at the time of resumption or acquisition, whichever may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. No compensation whatever shall be paid by the Govt in respect of the building now standing on the land or buildings constructed in contravention of condition ~~(iii)~~ (3)

(7) In the event of the grantee refusing to remove the buildings, when so directed under ~~(v)~~ (5)(c), the Government may remove them and realise the cost of the removal by the sale of the materials.